

Mississippi Bankers Association
Form No. 1
(Revised November, 1985)
LAND

PREPARED BY:
WALKER, BROWN & BROWN, P.A.
P.O. BOX 276
HERNANDO, MS. 38632
(601) 429-5277 / (901) 521-9292

BK 1071 PG 0707

STATE MS.-DE SOTO CO.
FILED
JAN 7 9 08 AM '99

LAND DEED OF TRUST

BK 1071 PG 707
W.E. DAVIS CH. CLK.

THIS INDENTURE, made and entered into this day by and between Hernando Hills Country
Club Inc., a Mississippi non-profit corporation

whose address is 1000 Bradley Hernando
(Street No. or RFD No. and Box) (City)

DeSoto MS, as Grantor (herein designated as "Debtor"), and
(County) (State)
William A. Brown

as Trustee, and Billy G. May and Dallas W. May

of Hernando, Mississippi as Beneficiary

(herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of Four hundred thousand
and no/100

Dollars (\$ 400,000.00) evidenced by one promissory note of even date herewith
in favor of Secured Party, bearing interest from date at the rate specified in the note,
providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due
and payable as set forth below:

on or before January 1, 2014

The Peoples Bank & Trust Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate 770 BOOK.
NO. 1071 PAGE 723
THIS THE 7th DAY OF Jan, 1999.
W. E. Davis
CHANCERY CLERK
by: P. Stanley

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according
to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured
Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter
owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may
make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred
to as the "Indebtedness").

NOW THEREFORE, In consideration of the existing and future Indebtedness herein recited, Debtor hereby
conveys and warrants unto Trustee the land described below situated in the

City of Hernando County of DeSoto State of Mississippi:

see Exhibit "A" attached hereto

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party ~~shall~~ release Debtor from all obligations under the Deed of Trust and the Indebtedness. may at its option

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the _____ day of December, 19 98.

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

Hernando Hills Country Club Inc.
 By [Signature] Name of Debtor
Gary Higdon President Title
 Attest: [Signature]
Terrell L. Gatlin Secretary Title
 (Seal)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
 COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named _____ who acknowledged that _____ he _____ signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the _____ day of _____, 19 _____.

My Commission Expires _____
 Notary Public

BK1071PG0710

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Gary Higdon,
President and Terrell L. Gatlin, Secretary
(Title) (Title)

respectively of Debtor, the above named Hernando Hills Country Club Inc. a MS non-profit corporation
~~a corporation -- a partnership -- an unincorporated association~~, who acknowledged that for and on its behalf, t hey signed, sealed and
delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 5th day of December, 1998.

My Commission Expires April 23 2000

Notary Public

LAND DEED OF TRUST

from

to

William A. Brown Trustee

Filed for Record _____, 19 _____

_____ o'clock _____ M.

_____, Clerk

STATE OF MISSISSIPPI

Chancery
Court

_____ County

I certify that this Deed of Trust was filed for

record in my office at _____ o'clock _____ M., on

the _____ day of _____, 19 _____

and was duly recorded the _____ day of _____

_____ 19 _____, on page _____

Book No. _____ in my office.

Witness my hand and seal of office, this _____

day of _____, 19 _____

_____, Clerk

_____, D. C.

BK 1071 PG 0711

DESCRIPTION
TRACT NO. 1

/(NE & SE Quarters)

Part of the East half of Section 6, Township 3 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point on the centerline of Green T Road commonly accepted as the northeast corner of said Section 6; thence run South 00°14'06" East a distance of 227.46 feet along the east line of said half section to a point; thence run South 89°45'54" West a distance of 53.00 feet to a point on the east line of the Hernando Hills Planned Unit Development and the future west right-of-way line of McIngvale Road, said point being the Point of Beginning; thence run South 00°14'06" East a distance of 379.54 feet along said future west right-of-way line of McIngvale Road to a point; thence run South 89°45'54" West a distance of 133.90 feet to a point; thence run South 45°08'30" West a distance of 468.86 feet to a point; thence run South 05°24'44" East a distance of 195.14 feet to a point; thence run South 30°33'39" East a distance of 183.87 feet to a point; thence run South 21°38'23" East a distance of 282.70 feet to a point; thence run South 48°10'21" East a distance of 220.87 feet to a point; thence run North 89°45'54" East a distance of 90.00 feet to a point on said future right-of-way line of McIngvale Road; thence run South 00°14'06" East a distance of 524.15 feet along said west right-of-way line to a point; thence run South 68°58'14" West a distance of 164.12 feet to a point; thence run South 23°29'13" West a distance of 307.39 feet to a point; thence run South 15°07'30" West a distance of 275.81 feet to a point; thence run South 26°42'22" West a distance of 216.99 feet to a point; thence run South 17°52'49" West a distance of 199.08 feet to a point; thence run South 22°57'55" West a distance of 152.70 feet to a point on the north right-of-way line of Clubhouse Drive; thence run South 89°02'27" West a distance of 37.81 feet along said north right-of-way line to the point of curvature of a curve to the right (D=78°53'55", R=150.00', Ch.Dir=N 51°30'36"W, L.Ch.=190.62'); thence run Northwesterly a distance of 206.56 feet along said curve and north right-of-way line to the point of tangency of said curve; thence run North 12°03'39" West a distance of 71.33 feet along said north right-of-way line to the point of curvature of a curve to the left (D=15°14'47", R=150.00', Ch.Dir.=N 19°41'02"W, L.Ch.=39.80'); thence run northwesterly a distance of 39.91 feet along said north right-of-way line to the southeast corner of Lot 129 of Fairway Oaks as recorded in Plat Book 46 on Page 41 of the Chancery Records of said county; thence run the following calls along the east line of said Fairway Oaks to the northeast corner of Lot 155 of said Fairway Oaks:

North 37°58'33" East	108.15 feet
North 19°04'58" East	681.94 feet
North 42°31'58" East	172.87 feet
North 07°17'54" East	529.18 feet

BK1071PG0712

Tract 1, continued

thence run North 57°44'08" West a distance of 255.34 feet along the north line of said Fairway Oaks to a point; thence run South 73°00'24" West a distance of 118.30 feet along said Fairway Oaks north line to the northwest corner of Lot 156 of said Fairway Oaks; thence run the following calls along the west line of said Fairway Oaks to the southwest corner of Lot 163, said point being on the north right-of-way line of Palmer Drive (50-feet wide):

South 02°17'34" West 219.79 feet
South 09°55'38" West 136.13 feet
South 25°43'53" West 69.61 feet

thence run the following calls along said north right-of-way line of Palmer Drive to the southwest corner of Lot 182 of Fairway Grove as recorded in Plat Book 60 on Pages 22 thru 23 of said Chancery Records;

North 50°58'50" West 99.42 feet
Curve left: Arc=41.81', D=10°38'52", R=225.00'
Ch.Dir.=N 56°18'16" W, L.Ch.= 41.75'
North 61°37'42" West 0.84 feet
Curve right: Arc=64.95', D=21°15'59", R=175.00'
Ch.Dir.=N 50°59'43"W, L.Ch.= 64.58'
North 40°21'44" West 78.86 feet
Curve right: Arc=47.39', D=09°52'24", R=275.00'
Ch.Dir.=N35°25'31"W, L.Ch.= 47.33'
North 30°29'19" West 29.04 feet
Curve left: Arc=59.44', D=10°28'42", R=325.00'
Ch.Dir.=N35°43'40"W, L.Ch.= 59.35'
North 40°58'02" West 53.58 feet
Curve right: Arc=61.55', D=15°40'24", R=225.00'
Ch.Dir.=N 33°07'49"W, L.Ch.=61.36'

thence run the following calls along the east line of said Fairway Grove to a point on the north line of Green T Lakes Subdivision, Section D:

South 54°59'00" East 119.03 feet
North 55°35'59" East 37.44 feet
North 02°36'59" East 107.32 feet
North 14°37'44" East 142.49 feet
North 02°04'48" West 277.96 feet
North 00°09'38" West 215.24 feet
North 49°35'38" West 144.43 feet
North 61°06'12" West 94.26 feet
South 77°24'42" West 108.44 feet

thence run North 63°12'51" West a distance of 227.81 feet along said subdivision north line to a point; thence run North 58°42'20" West a distance of 188.11 feet along said subdivision north line to a point; thence run South 89°52'12" West a distance of 276.40 feet along said subdivision north line to the northeast corner of Green T Lakes Subdivision, Section F; thence run North 30°41'04" West a distance of 389.29 feet along the north line of said subdivision to a point; thence run North 62°42'13" East a distance of 301.64 feet to a point on the west top bank of a ditch; thence run North

BK1071PG0713

Tract 1, continued

52°22'59" West a distance of 240.81 feet along said west top bank to a point on the south right-of-way line of Green T Road, said point being 53.00 feet south of the centerline of said road; thence run North 89°33'08" East a distance of 275.04 feet along said south right-of-way line to a point; thence run North 89°32'57" East a distance of 269.63 feet along said south right-of-way line to a point; thence run South 46°26'12" East a distance of 516.50 feet to a point; thence run South 59°10'57" East a distance of 339.10 feet to a point; thence run North 37°37'53" East a distance of 243.11 feet to a point; thence run North 69°24'24" East a distance of 310.65 feet to a point; thence run North 82°01'15" East a distance of 305.61 feet to the Point of Beginning and containing 46.08 acres, more or less. Bearings are based on true north as determined by solar observation.

BK 1071 PG 0714

DESCRIPTION
TRACT NO. 2

/(NE & SE Quarters)

Part of the East half of Section 6, Township 3 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point on the centerline of Green T Road commonly accepted as the northeast corner of said Section 6; thence run South 00°14'06" East a distance of 2058.56 feet along the east line of said half section to a point; thence run South 89°45'54" West a distance of 832.58 feet to the northwest corner of Lot 164 of Fairway Oaks as recorded in Plat Book 46 on Page 41 of the Chancery Records of said county and the Point of Beginning; thence run the following calls along the west line of said Fairway Oaks to a point on the north right-of-way line of Clubhouse Drive (50-feet wide);

South 39°01'10" West 140.00 feet
South 50°58'50" East 111.67 feet
South 34°15'14" West 110.60 feet
South 11°18'32" West 304.93 feet
South 21°47'51" West 354.92 feet

thence run the following calls along said north right-of-way line of said Clubhouse Drive to the point of curvature of a curve to the right;

Curve left: Arc=139.89', D=53°26'02", R=150.00'
Ch.Dir.=S 64°48'02"W, L.Ch.=134.87'
South 38°05'01" West 86.91 feet
Curve right: Arc=31.51', D=18°03'05", R=100.00'
Ch.Dir.=S 47°06'24"W, L.Ch.=31.38'
South 56°08'06" West 42.90 feet

thence run Northwesterly a distance of 38.59 feet along said curve (D=88°26'01", R=25.00', Ch.Dir.=N 79°38'53"W, L.Ch.=34.87') to a point on the east right-of-way line of Bradley Drive (50-feet wide); thence run the following calls along said east right-of-way line to the southeast corner of Lot 206 of Fairway Grove as recorded in Plat Book 60 on Pages 22 and 23 of said Chancery Records;

Curve left: Arc=56.65', D=01°47'56", R=1804.29'
Ch.Dir.=N 36°19'50"W, L.Ch.=56.65'
North 37°13'49" West 173.91 feet
Curve left: Arc=95.95', D=25°01'34", R=219.66'
Ch,Dir.=N 49°44'35"W, L.Ch. 95.18'

thence run the following calls along the east line of said Fairway Grove to its intersection with the south right-of-way line of Palmer Drive (50-feet wide):

North 05°19'32" East 289.79 feet
North 38°07'15" East 115.55 feet
North 16°40'22" East 135.21 feet
North 21°41'43" East 472.04 feet
North 29°15'17" East 238.82 feet

thence run the following calls along said south right-of-way line to the Point of Beginning;

BK1071PG0715

Tract 2, continued

Curve left: Arc=40.84', D=08°30'30", R=275.00'
Ch.Dir.=S 36°42'47"E, L.Ch.=40.80'
South 40°58'02" East 53.58 feet
Curve right: Arc=50.29', D=10°28'42", R=275.00'
Ch.Dir.=S 35°43'40"E, L.Ch.=50.22'
South 30°29'19" East 29.04 feet
Curve left: Arc=56.01', D=09°52'24", R=325.00'
Ch.Dir.=S 35°25'31"E, L.Ch.=55.94'
South 40°21'44" East 78.86 feet
Curve left: Arc=83.51', D=21°15'59", R=225.00'
Ch.Dir.=S 50°59'43"E, L.Ch.=83.03'
South 61°37'42" East 0.84 feet
Curve right: Arc=32.52', D=10°38'52", R=175.00'
Ch.Dir.=S 56°18'16"E, L.Ch.=32.48'
South 50°58'50" East 35.54 feet

the above described area contains 13.25 acres, more or less.
Bearings are based on true north as determined by solar
observation.

BK1071PG0716

DESCRIPTION
TRACT NO. 3

Part of the Southeast Quarter of Section 6, Township 3 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point on the centerline of Green T Road commonly accepted as the northeast corner of said Section 6; thence run South 00°14'06" East a distance of 3519.84 feet along the east line of said Section 6 to a point; thence run South 89°45'54" West a distance of 1309.60 feet to the northeast corner of Lot 116 of The Fairways as recorded in Plat Book 39 on Page 41 thru 43 of the Chancery Records of said county and the Point of Beginning; thence run the following calls along the west line of said Fairways to a point on the north right-of-way line of Fairway Drive (50-feet wide);

South 58°56'28" West 92.05 feet
South 10°40'23" East 480.96 feet
South 32°46'31" East 188.30 feet
South 38°23'34" East 77.07 feet

thence run the following calls along said north right-of-way line to the southeast corner of Lot 85 of Hernando Hills Subdivision, Phase 5;

South 51°48'03" West 48.40 feet
Curve right: Arc=27.38', D=62°45'34", R=25.00'
Ch.Dir.=S 83°10'50"W, L.Ch.=26.04'
Curve right: Arc=92.20', D=23°28'42", R=225.00'
Ch.Dir.=N 53°42'02"W, L.Ch.=91.56'
North 41°57'39" West 220.20 feet
Curve right: Arc=143.45', D=09°03'40", R=907.04
Ch.Dir.=N 37°51'56"W, L.Ch.=144.39
North 32°02'49" West 39.63 feet

thence run the following calls along the east line of said Hernando Hills Subdivision, Phase 5 to the southeast corner of the Charles Boyd property;

North 17°04'58" East 83.80 feet
North 54°16'14" West 73.21 feet
North 26°16'36" West 120.25 feet
North 07°19'11" West 190.21 feet
North 09°20'02" East 145.78 feet

thence run North 02°01'39" East a distance of 452.76 feet along the east line of said Boyd property to a point on the south right-of-way line of Bradley Drive (50-feet wide); thence run the following calls along said south right-of-way line to the point of curvature of a curve to the right:

Curve right: Arc=96.00', D=32°25'05", R=169.66'
Ch.Dir.=S 53°26'21"E, L.Ch.=94.72'
South 37°13'49" East 173.91 feet
Curve right: Arc=196.98', D=06°26'01", R=1754.29'
Ch.Dir.=S 34°00'48"E, L.Ch.=196.88'
South 30°47'48" East 34.11 feet

BK1071PG0717

Tract 3, continued

thence run Southerly a distance of 36.45 feet along said curve (D=83°31'41", R=25.00', Ch.Dir.=S 10°58'02"W, L.Ch.=33.30') to the point of tangency of said curve, said point being on the west right-of-way line of Fairway Trail (50-feet wide); thence run the following calls along said west right-of-way line to the Point of Beginning:

Curve left: Arc=198.73; D=98°38'56", R=115.42'

Ch.Dir.=S 03°24'25"W, L.Ch.=175.07'

South 45°55'03" East 21.25 feet

the above described area contains 6.74 acres, more or less. Bearings are based on true north as determined by solar observation.

BK1071PG0718

DESCRIPTION
TRACT NO. 4

Part of the Northeast, Southeast, and Southwest Quarters of Section 6, and part of the Northeast and Northwest Quarters of Section 7, Township 3 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point on the centerline of Green T Road commonly accepted as the northeast corner of said Section 6; thence run South 00°14'06" East a distance of 4339.28 feet along the east line of said Section 6 to a point; thence run South 89°45'54" West a distance of 53.00 feet to a point on the east line of the Hernando Hills Planned Unit Development and the future west right-of-way line of McIngvale Road, said point being the Point of Beginning; thence run South 00°14'06" East a distance of 660.14 feet along said future west right-of-way line to a point; thence run South 89°45'54" West a distance of 65.61 feet to a point; thence run South 78°50'55" West a distance of 177.09 feet to the northeast corner of Lot 3 of Hernando Hills Subdivision, Phase 1, First Revision as recorded in Plat Book 50 on Pages 17 thru 19 of the Chancery Records of said county; thence run the following calls along the north line of said Hernando Hills Subdivision, Phase 1, First Revision on the east and the north line of Hernando Hills Subdivision, Phase 2, First Revision on the west to a point on the north right-of-way line of August Drive (50-feet wide);

North 70°28'24" West	44.47 feet
South 75°39'35" West	144.77 feet
North 84°04'28" West	252.74 feet
South 82°12'05" West	151.27 feet
South 88°27'11" West	243.00 feet
South 78°03'07" West	251.27 feet
South 41°26'43" West	157.39 feet
South 78°12'57" West	457.69 feet
South 71°24'36" West	240.13 feet
South 83°50'43" West	488.36 feet
North 80°32'16" West	28.00 feet
South 14°46'30" West	133.93 feet

thence run the following calls along said north right-of-way line of said Augusta Drive to the southeast corner of Lot 32 of said Hernando Hills Subdivision, Phase 2, First Revision;

North 70°57'44" West	59.14 feet
Curve left: Arc=42.64', D=06°06'28", R=400.00'	
Ch.Dir. N 74°00'58"W, L.Ch.=42.62'	
North 77°04'12" West	37.15 feet

thence run North 05°54'17" East a distance of 181.48 feet along the east line of said Lot 32 to the southeast corner of Lot 60 of Hernando Hills Subdivision, Phase 3; thence run the following calls along the east line of said subdivision to its intersection with the south right-of-way line of Fairway Drive (50-feet wide);

North 29°08'43" West	39.98 feet
North 11°38'18" East	134.87 feet

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Tract 4, continued

North 35°22'51"	West	105.88 feet
North 29°59'50"	East	227.53 feet
South 80°41'54"	East	108.45 feet
North 13°15'17"	East	170.38 feet
North 47°27'31"	East	150.21 feet
South 66°10'33"	East	39.11 feet
South 82°10'02"	East	53.55 feet
North 67°17'30"	East	132.69 feet
North 35°03'02"	East	62.54 feet
North 16°28'47"	East	149.43 feet
North 11°58'06"	East	219.77 feet
North 19°51'24"	East	48.90 feet
North 44°52'04"	East	58.36 feet
North 79°01'04"	East	172.27 feet
South 88°42'05"	East	389.35 feet
North 17°39'23"	East	47.78 feet

thence run the following calls along said south right-of-way line to the northwest corner of Lot 86 of The Fairways as recorded in Plat Book 39 on Pages 41 thru 43 of the Chancery Records of said county;

Curve left: Arc=70.56', D=04°13'27", R=957.04'
Ch.Dir.=S 40°19'07"E, L.Ch.=70.54'
South 41°57'39" East 220.20 feet

Curve left: Arc=138.68', D=28°53'41", R=275.00'
Ch.Dir.=S 56°24'30"E, L.Ch.=137.22'
South 70°50'00" East 21.56 feet
North 51°48'09" East 90.84 feet

thence run the following calls along the west, south, east and north lines of said Fairways to a point on the east right-of-way line of Fairway Trail (50-foot wide);

South 38°37'24"	East	48.24 feet
South 52°12'44"	East	260.60 feet
South 65°51'42"	East	82.28 feet
South 72°22'50"	East	149.69 feet
North 79°57'17"	East	156.63 feet
North 49°38'46"	East	70.96 feet
North 03°16'54"	East	73.19 feet
North 34°32'59"	West	96.26 feet
North 48°07'07"	West	145.88 feet
North 57°43'52"	West	234.61 feet
North 43°38'56"	West	189.44 feet
North 23°03'38"	West	70.94 feet
North 09°04'36"	West	417.35 feet
South 82°28'24"	West	185.04 feet

thence run the following calls along said east right-of-way line of Fairway Trail to the point of curvature of a curve to the right (D=88°26'01", R=25.00", Ch.Dir.=N 11°55'06"E, L.Ch.=34.87');
North 45°55'03" West 95.51 feet

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Tract 4, continued

Curve right: Arc=112.64', D=98°38'56", R=65.42'
Ch.Dir.=N 03°24'25"E, L.Ch.=99.23'
North 52°43'53" East 66.97 feet
North 30°47'48" West 101.08 feet
Curve left: Arc=47.30', D=01°30'07", R=1804.29'
Ch.Dir.=N 31°32'51"W, L.Ch.=47.30'

thence run Northwesterly a distance of 38.59 feet along said curve to the right to the point on the south right-of-way line of Clubhouse Drive; thence run the following calls along said south right-of-way line to a point;

North 56°08'06" East 42.90 feet
Curve left: Arc=47.26', D=18°03'05", R=150.00'
Ch.Dir.=N 47°06'34"E, L.Ch.=47.06'
North 38°05'01" East 86.91 feet
Curve right: Arc=152.24', D=87°13'45", R=100.00'
Ch.Dir.=N 81°41'54"E, L.Ch.=137.96'
South 54°41'14" East 153.14 feet
Curve right: Arc=74.40', D=42°37'35", R=100.00'
Ch.Dir.=S 33°22'26"E, L.Ch.=72.69'
South 12°03'39" East 71.33 feet
Curve right: Arc=275.41', D=78°53'55", R=200.00'
Ch.Dir.=S 51°30'36"E, L.Ch.=254.16'
North 89°02'27" East 15.63 feet

thence run South 21°31'07" West a distance of 262.78 feet to a point; thence run South 17°38'14" East a distance of 225.88 feet to a point; thence run South 44°56'19" East a distance of 364.63 feet; thence run South 46°13'30" East a distance of 208.50 feet; thence run South 54°25'01" East a distance of 123.04 feet to a point; thence run North 89°45'54" East a distance of 115.67 feet to the Point of Beginning and containing 62.97 acres, more or less. Bearings are based on true north as determined by solar observation.

BK1071PG0721

DESCRIPTION
TRACT NO. 5

Part of the Northeast Quarter of Section 6, Township 3 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point on the centerline of Green T Road commonly accepted as the northeast corner of said Section 6; thence run South 00°14'06" East a distance of 1138.98 feet along the east line of said quarter section to a point; thence run South 89°45'54" West a distance of 1660.34 feet to the northeast corner of Lot 78 of Green Lake Subdivision, Section D, First Revision, said point being on the south right-of-way line of Palmer Drive and the Point of Beginning; thence run the following calls along said south right-of-way line to the northeast corner of Lot 196 of Fairway Grove as recorded in Plat Book 60 on Page 22 and 23 of the Chancery Records of said county:

South 52°49'15" East 74.47 feet
Curve left: Arc=113.96', D=23°44'39", R=275.00'
Ch.Dir.=S 64°41'34"E, L.Ch.=113.15'
South 76°33'53" East 254.06 feet
Curve right: Arc=191.15', D=87°36'56", R=125.00'
Ch.Dir.=S 32°45'25"E, L.Ch.=173.06'
South 11°03'03" West 81.77 feet
Curve left: Arc=72.30', D=15°03'50", R=275.00'
Ch.Dir.=S 03°31'08"W, L.Ch.=72.09'

thence run North 87°18'17" West a distance of 554.80 feet along the north line of said Fairway Grove to the southeast corner of Lot 77 of said Green T Subdivision, Section D, First Revision; thence run North 07°30'31" East a distance of 212.48 feet along the east line of said Lot 77 to the southeast corner of said Lot 78; thence run North 11°47'46" East a distance of 216.72 feet to the Point of Beginning and containing 4.12 acres, more or less. Bearings are based on true north as determined by solar observation.

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tracts 1-5
The above described ~~property~~ being the remainder of the property of BILLY G. MAY
AND DALLAS W. MAY commonly known as Hernando Hills Country Club which includes
all of the property owned by the Grantors in Sections 6 and 7, Township 3 South, Range 7
West, DeSoto County, Mississippi less and except the property reserved for future
development on the eastern boundary of the property to be conveyed as described herein
and less and except the property contained in the following subdivisions which have been
previously recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in the
Plat Books described below:

Hernando Hills Subdivision, Phase 1, First Revision, Plat Book 50, Pages 17-19
Hernando Hills Subdivision, Phase 2, First Revision, Plat Book 50, Pages 17-19
Hernando Hills Subdivision, Phase 3, First Revision, Plat Book 34, Pages 12-13
Hernando Hills Subdivision, Phase 5, First Revision, Plat Book 39, Pages 39-40
The Fairways, Plat Book 39, Pages 41-43
Fairways Oaks, Plat Book 46, Page 41
Fairways Oaks, First Addition, Plat Book 47, Page 1
Fairway Grove, Plat Book 60, Pages 22-23



Danny S. Rutherford, P.E.